

ABSTRACT OF LEGAL DOCUMENTS
INVOLVED IN TRANSACTION BETWEEN
THE NATURE CONSERVANCY AND
SANTA CRUZ ISLAND COMPANY

The following summarizes the respective rights and duties of The Nature Conservancy (TNC) and the Santa Cruz Island Company (SCIC) set forth in the legal documents executed by the two parties.

1. Historic ownership. Prior to the Conservancy's involvement, the entire property involved in the transaction was owned by SCIC. Approximately 2/3 of the stock of the SCIC was owned or controlled by Carey Stanton. The remaining 1/3 of the stock was owned or controlled by Edwin Stanton, Carey Stanton's nephew.

2. Fee Title. TNC purchased in fee all of the real estate owned by SCIC. A deed to TNC contains an exception reserving all of Parcel 2 (approximately 40,000 acres) unto SCIC for a term of 30 years.

3. Lease. Subsequent to purchasing the entire property, TNC leased parcel 1 (approximately 15,000 acres) back to SCIC for a term of up to 30 years. This lease allows SCIC to graze cattle, reduce or eliminate feral animals, continue the permit landing system, and continue the UC research program. The terms and provisions of the Conservation Easement are incorporated by reference in the lease. The rights of SCIC under the lease are not exclusive of TNC's rights to use the property for scientific, educational and charitable purposes. In consideration for the lease SCIC pays all real estate taxes, *on parcel #1.*

4. Conservation Easement. After purchasing the entire property subject to the reserved 30-year term on Parcel 2, TNC purchased a Conservation Easement over Parcel 2 from SCIC. This Easement was designed to protect Parcel 2 during the 30-year tenancy.

5. Stock. After purchasing all the real estate, TNC purchased approximately 60% of the stock of SCIC. Edwin Stanton's shares were bought out completely. Carey Stanton retained 40% of the securities. Since then, he has donated some of his stock to TNC. TNC now owns approximately 70% of the stock of SCIC; Carey Stanton owns the balance.

6. The Corporation. SCIC's assets are:

- a. 30-year term of years' interest in Parcel 2 subject to the Conservation Easement.

- b. The lease rights to Parcel 1.
- c. Personal Property, such as cattle and ranch equipment.
- d. Two oil well interests on the mainland.
- e. Unused proceeds from the sale of the fee interest and Conservation Easement.
- f. Rights to any income produced on Parcel 2 such as the Navy lease, hunting rights, yachting permit system, etc.

Carey Stanton has exclusive control over these assets of SCIC.

7. Proxy Agreement. Although the Conservancy is the majority shareholder of SCIC, Carey Stanton has effective control of the corporation through irrevocable proxy agreement signed by TNC. He can appoint two of the three directors of the Corporation; TNC can appoint one. Carey Stanton can vote the Conservancy stock on all matters without the Conservancy's consent except he can't vote to sell or in any way incumber the real estate, dissolve the Corporation, liquidate the stock or in any way change the nature of the business. Carey Stanton's right to live on the Island is derived exclusively through his control of the corporation, not through any personal ownership rights or possessory rights on the Island.

8. Contract to Will. Carey Stanton has entered into an agreement that upon his death all shares of SCIC which he still owns will be donated to TNC.

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Recording Requested By
And When Recorded Mail to:

O'MELVENY & MYERS
611 West Sixth Street
Los Angeles, California 90017
Attn: D. C. Aardal, Esq.

Mail Tax Statements To:

SANTA CRUZ ISLAND CORPORATION
c/o Ernst & Ernst
515 S. Flower Street
Los Angeles, California 90071

DOCUMENTARY TRANSFER TAX \$ 610.50
☒ COMPUTED ON FULL VALUE OF
PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS
LIENS AND ENCUMBRANCES
REMAINING AT TIME OF SALE.

Louise L. Wall, O'Melveny & Myers
Signature of Declarant or Agent
determining tax. Firm Name

CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt and
adequacy of which is hereby acknowledged, SANTA CRUZ ISLAND
COMPANY, a California corporation ("Grantor"), hereby GRANTS
to

THE NATURE CONSERVANCY, a District of Columbia non-
profit corporation,

that certain real property in the County of Santa Barbara,
State of California, described in Exhibit A attached hereto
and by this reference incorporated herein.

RESERVING unto Grantor, however, the full and unrestricted use, control, income and possession of Parcel 2 described in Exhibit A hereto for a term of thirty (30) years ending September 14, 2008.

SUBJECT TO all rights, liens, encumbrances, leases, licenses, easements, rights-of-way, covenants, conditions and restrictions and other matters of record.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Secretary thereunto duly authorized.

DATED as of September 15, 1978.

SANTA CRUZ ISLAND COMPANY,
A California Corporation

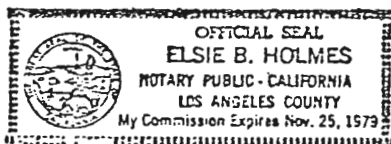
By Carey Stanton
Carey Stanton, President

And David D. Watts
David D. Watts, Secretary

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On September 13, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared CAREY STANTON, known to me to be the President, and DAVID D. WATTS, known to me to be Secretary, of the Corporation that executed the within Instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Elsie B. Holmes
Notary Public in and for the
State of California



DEED OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT DEED by The Santa Cruz Island Company (hereinafter referred to as "Grantor") and THE NATURE CONSERVANCY, a District of Columbia, nonprofit corporation (hereinafter referred to as the ("Conservancy")),

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the major portion of real property known as Santa Cruz Island in Santa Barbara County, California (hereinafter described and hereinafter referred to as the "Island"); and

WHEREAS, portions of the Island currently remain in a substantially undisturbed, natural state and have significant ecological and aesthetic values; and

WHEREAS, the Island is a valuable element of the remaining natural ecological resources and systems of the State of California; and

WHEREAS, the Island supports significant communities of native and endemic plants and provides important habitat for native and endemic fauna; and

WHEREAS, the Island is the largest and the least ecologically altered of that chain of off-shore islands known as the Channel Islands; and

WHEREAS, the protection of the ecological features and elements of the Island is essential to the preservation of endemic, insular species of flora and fauna restricted to the Channel Islands; and

WHEREAS, the unique natural elements and ecological and aesthetic values of the Island are of great importance to the Grantor and constitute a significant component of the natural heritage of the State of California; and

WHEREAS, Grantor desires and intends that the ecological balance, unique natural elements and the aesthetic values of the Island be preserved and maintained by the continuation of patterns of land use on the Island that will not interfere with or substantially degrade or impair the natural elements or the workings of the natural systems, including but not limited to such uses and activities as agriculture and ranching and the elimination of feral animals; and

WHEREAS, ranching and agriculture have been conducted on the Island for more than 100 years and whereas these activities as currently practiced are in harmony with the perpetuation of unique, insular plant associations and endemic floral species and do not constitute an actual or threatened degradation or impairment of the natural flora, the natural fauna, the hydrologic features or the geologic features of the Island; and

WHEREAS, grazing activities as currently practiced should be continued pending scientific study and evaluation to determine whether the abrupt termination of such grazing activities would result in the permanent reduction or elimination of endemic floral species or in the uncontrolled and irreversible degradation and deterioration of the Island's unique and delicate ecological balance; and

WHEREAS, feral animals inhabit the Island and constitute an actual substantial degradation and impairment of the natural flora and the natural fauna and should be eliminated; and

WHEREAS, Grantor, as owner in fee of the Island, owns the affirmative rights to identify, to preserve and to protect in perpetuity and to enhance by restoration the natural ecosystems, the natural elements and processes and the great aesthetic value of the Island; and

WHEREAS, Grantor desires and intends to transfer such rights to the Conservancy; and

WHEREAS, the Conservancy is organized to preserve and to conserve natural areas and ecologically significant land for scientific, educational and aesthetic purposes; and

WHEREAS, the Conservancy agrees by acceptance of the grants herein forever to honor and defend the

intentions of the Grantor stated herein and to preserve and protect in perpetuity and to enhance the natural ecological and aesthetic values of the Island, pursuant to the terms hereof, provided however, that Grantor intends that enforcement of the terms and provisions of this Conservation Easement shall be at the discretion of the Conservancy within the limitations provided herein and that any forbearance on behalf of the Conservancy to exercise its rights hereunder in the event of any breach hereof by Grantor, its representatives, successors or assigns, shall not be deemed or construed to be a waiver of the Conservancy's rights hereunder in the event of any subsequent breach; and

WHEREAS, Grantor has entered into an Option for the Purchase of Real Estate and a Conservation Easement as of September 7, 1977, and that Option is intended to effect the sale of real property described therein and this Conservation Easement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, based upon the Common Law and the laws of the State of California, The Santa Cruz Island Company, Grantor, does hereby convey to The Nature Conservancy, Grantee, a District of Columbia non-profit corporation, with offices at 1800 North Kent Street, Arlington, Virginia, its successors and assigns, a Conservation Easement, consisting of the rights hereinafter enumerated, over and across the real property, situated in Santa Barbara County, California (referred to herein as

the "Island") more particularly described in Exhibit A attached hereto and by this reference made a part hereof.

It is the purpose of this Conservation Easement to preserve and protect in perpetuity and to enhance by restoration the natural ecological and aesthetic features and values of the Island. Specifically and without limitation of the general purposes, it is the purpose hereof to preserve, protect and enhance the soil composition, structure and productivity, the native flora and the native faunal habitat and the hydrologic and geologic features of the Island. In so doing it is the purpose of this Conservation Easement to foster the continuation of the agricultural and ranching practices as they are currently conducted in harmony with the ecological and aesthetic features and values of the Island and to allow such other activities as are not inconsistent with the purposes and terms hereof.

The rights conveyed by the Conservation Easement granted are the following:

1. To identify, to preserve and to protect in perpetuity and to enhance the natural ecosystems, the unique natural flora and fauna, the hydrologic and geologic features and the natural aesthetic values of the Island.

2. To enter upon the Island to enforce the rights herein granted and to observe, study and make

scientific observations of its ecosystems in a manner that is reasonably consistent with the use of the Island by Grantor and its successors at the time of such entry and in such manner as will not violate the privacy of the residential compounds on the Island.

3. To enter upon the Island to conduct educational and interpretive programs in a manner that is reasonably consistent with the use of the Island by Grantor and its successors and in such manner as will not violate the privacy of the residential compounds on the Island.

4. To enjoin any activity on, or use of, the Island which constitutes an actual or threatened substantial degradation or impairment of the natural flora, the natural fauna, the hydrologic features or the geologic features of the Island and to enforce the restoration of such areas or features as may be damaged by such activities. Within 18 months of the execution hereof a compilation of baseline biological information shall be compiled and be attached as an exhibit to this Conservation Easement. Such compilation shall include at a minimum (i) current aerial photographs and ground photographs depicting all improvements and all major geologic, geographic and hydrologic features and all major floral communities of the Island, and (ii) inventories of all floral, faunal and aquatic communities and features of the Island. Said compilation shall be conducted at the expense of the Conservancy and under the direction of a competent biologist familiar with the ecology of California, to be

designated by the Conservancy. Failure to compile the information required hereby shall not affect the enforceability or validity of any other provision of this Conservation Easement.

Grantor intends that the Conservation Easement granted shall run with and burden title to the Island in perpetuity and shall bind Grantor, its successors and assigns.

Grantor intends that this Conservation Easement shall confine the use of the Island to activities which are deemed by Grantor (to the exclusion of its successors, representatives and assigns), after consultation with the Conservancy, as provided herein, or a court of law, not to constitute an actual or threatened substantial degradation or impairment of the natural flora, the natural fauna, the hydrologic features or the geologic features of the Island.

Grantor states that the following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with Grantor's intentions and with this Conservation Easement, and Grantor intends that these practices not be precluded, prevented or limited by this Conservation Easement except for the requirement of prior consultancy from the Conservancy as provided herein:

- A. To pasture and graze livestock and to continue agricultural activity of the Island as those

activities are currently practiced in a manner consistent with the maintenance of the natural flora and natural fauna and maintenance of soil composition, structure and productivity and to the extent that such activities do not result in the toxic pollution or degradation of any surface or subsurface waters of the Island;

B. To improve grazing habitat on the Island with indigenous floral species;

C. To develop and maintain those water resources on the Island necessary for the grazing, agricultural and domestic purposes conducted thereon pursuant to the terms hereof;

D. To maintain and repair buildings, roads, fences, corrals and other improvements on the Island and to place or cause or allow to be placed upon the Island those additional buildings, roads, fences, corrals and other improvements as may be necessary for agricultural and ranching purposes, for the currently existing residential purposes and for such other activities as are consistent with the purposes and terms of this Conservation Easement.

E. To control feral animals by the use only of selective control techniques as heretofore conducted; and

F. To maintain the existing residential and residential related structures on the Island, and in the event of destruction of any or all of said structures, to replace them as needed with structures of no greater size, function and capacity and of similar situation.

Except with regard to the normal maintenance of improvements, Grantor, its successors or assigns may not undertake any activities pursuant to the provisions of C or D above without prior consultation with the Conservancy. Such activity shall then be undertaken only if after such consultancy it is deemed by Grantor (to the exclusion of its representatives, successors and assigns) or a court of law not to constitute an actual or threatened substantial degradation or impairment of the natural flora, the natural fauna, the hydrologic features or the geologic features of the Island.

Grantor states that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are inconsistent with Grantor's intentions and this Conservation Easement:

a) The degradation or impairment of the natural ecological values of the Island, except as provided herein;

b) The introduction of non-native plant species which may compete with native plant species or sub-

stantially alter natural vegetative patterns;

c) The introduction of non-native animal species other than cattle, horses, dogs and domestic fowl;

d) The hunting of any non-game animals other than to cause the reduction or elimination of non-native animal species;

e) The taking of plant, animal, geological or mineralogical specimens without prior written approval of the Conservancy;

f) The construction of any harbor facilities;

g) The exploration for or extraction of minerals, hydrocarbons, soils or other materials on or below the surface of the Island without the express written consent of Grantor and the Conservancy;

h) The subdivision or de facto subdivision of the Island, except for such subdivisions as may be necessary for a conveyance to the Conservancy;

i) The construction of any structures except as otherwise provided herein;

j) The use of off-road vehicles in such a manner as will result in soil erosion or compaction or in the interference with vegetation or with soil

erosion or compaction or in the interference with vegetation or with the natural behavior and habits of those native animal species occurring on the Island;

k) The establishment or maintenance of any feed lots;

l) The use of biocides; and

m) The actual or attempted transfer, conveyance, pledge, hypothecation or release of the Island or any interest in the Island during the 30 years following the date hereof, other than those transfers and conveyances permissible under the provisions of paragraph D hereof, provided that this paragraph shall not apply to any transfer to which the Conservancy, or some other entity approved in writing by the Conservancy, is a party. Should this paragraph be unenforceable for any reason, it shall have no effect on the enforceability or validity of any other provision of this Conservation Easement. Any such act shall be void.

Grantor further intends that should Grantor, its successors or assigns, undertake any activity requiring consultation with the Conservancy without or in advance of securing such consultation, the Conservancy shall have the right to force the restoration of that portion of the Island affected by such activity to the condition that existed prior to the undertaking of such unauthorized

activity. In such case, the costs of such restoration and the Conservancy's costs of suit, including attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered or, in the event that the Conservancy secures redress without a completed judicial proceeding, by Grantor or those of its successors or assigns who are otherwise determined to be responsible for the unauthorized activity.

Grantor, its successors and assigns, agrees to bear all costs and liabilities of operation, unkeep and maintenance of the Island and does hereby indemnify the Conservancy therefore, save and except any and all costs and liabilities associated with the obligation of the Conservancy to honor and defend the intentions of the Grantor and to preserve and protect in perpetuity and to enhance the natural ecological and aesthetic values of the Island which latter costs and liabilities the Conservancy agrees to bear and from which to indemnify Grantor.

Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Island or on the Conservation Easement granted hereby.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand as of the 15th day of September, 1978.

THE SANTA CRUZ ISLAND COMPANY

By Corey Stanton
President

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 13th day of September, 1978,
before me personally appeared Carey Stanton, the President
of Santa Cruz Island Company, known to me to be the person
whose name is subscribed to the foregoing document and
acknowledged to me that he executed the same in such
capacity on behalf of Santa Cruz Island Company.

WITNESS my hand and official seal.



Elsie B. Holmes
Notary Public in and for said
County and State



PARCEL ONE:

TRACTS 1, 2, 3, 4 AND 5 OF THE SANTA CRUZ ISLAND, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN UPON THE MAP ENTITLED "MAP OF THE SANTA CRUZ ISLAND, SHOWING PARTITION IN ACCORDANCE WITH THE RESPECTIVE RIGHTS OF THE OWNERS THEREOF SURVEYED BY F. F. FLOURNOY, AND TO FORM PART OF THE REFEREES' REPORT TO THE SUPERIOR COURT OF SANTA BARBARA COUNTY, CALIFORNIA, 1923-24" AND AS DESCRIBED IN THE FINAL DECREE OF PARTITION FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR SAID COUNTY OF SANTA BARBARA, IN THE ACTION ENTITLED AGLAE S. CAPUCCIO, VS. ARTHUR J. CAIRE, ET AL., CASE NO. 10512, A CERTIFIED COPY OF WHICH WAS RECORDED DECEMBER 4, 1925 IN BOOK 81, PAGE 376 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

Exhibit A

L E A S E

By this lease made as of the 15th day of September, 1978, between THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, as Lessor, and The Santa Cruz Island Company, a California corporation, as Lessee, the Lessor, for and in consideration of the covenants and agreements herein-after mentioned to be kept and performed by Lessee, leases to Lessee that portion of Santa Cruz Island, Santa Barbara County, California more particularly described in Exhibit A attached hereto and incorporated herein by this reference, and herein-after referred to as the "Property":

To have and to hold for a term of five (5) years from the date hereof.

In consideration of said demise and of the mutual covenants and agreements hereinafter expressed, the parties covenant and agree as follows:

1. RENT. Lessee shall pay as rent for the Property the total amount of the annual ad valorem property taxes and special assessments levied against the Property. Said taxes and assessments shall be paid when due to the proper offices of the County of Santa Barbara and/or the State of California. Lessee expressly covenants that such taxes and assessments will not be allowed to become delinquent and that Lessee shall cause proof of timely payment thereof to be transmitted to Lessor within ten (10) days of such payment. Should Lessee fail to make such timely payment, this lease may be terminated by the

Lessor together with Lessee's right of renewal by written notice to Lessee. In the event Lessor receives or otherwise enjoys the benefit of exemption from such taxes and assessments, Lessee shall pay Lessor as rent One Dollar (\$1.00) per year after the effective date of such exemption, payable on each anniversary of this lease, to The Nature Conservancy, 1800 North Kent Street, Arlington, Virginia 22209.

2. RENEWABILITY. This term of this lease shall be renewed automatically for additional five (5) year terms unless terminated by Lessee, as provided in this paragraph, or unless terminated pursuant to paragraph 7 hereunder. Lessee may terminate this lease upon delivery of written notice of such termination to Lessor at least ninety (90) days prior to the end of the then current term. The automatic renewal of this lease notwithstanding, this lease shall terminate automatically thirty (30) years from the date hereof, on the calendar day next preceding the calendar day upon which this lease is made.

3. PURPOSE. Lessor and Lessee agree that this lease is made for the express purposes set forth in this paragraph, and Lessee hereby covenants and agrees that Lessee will not cause or allow to be caused waste or depletion of the Property. For the purposes of this lease the terms of the Conservation Easement previously granted over and across the Property (attached as Exhibit B hereto and by this reference incorporated herein) remain in full force and effect. Subject to the provisions contained in that Conservation Easement, Lessee may:

(a) Conduct grazing of cattle activities on the Property;

(b) Undertake or allow to be undertaken selective reduction or elimination of feral animals;

(c) Permit landing upon the Property from boats in a manner consistent with the Landing Permit program as conducted by Lessee at the time of this conveyance on Santa Cruz Island; and

(d) Allow the conduct of scientific research sponsored by the University of California.

4. ABANDONMENT. If Lessee abandons the Property for a period in excess of six months, Lessor may terminate this lease or Lessee's rights to possession hereunder upon written notice to Lessee, whereupon Lessee shall surrender possession of and vacate the Property immediately and deliver possession thereof to Lessor.

5. SUBLEASE AND ASSIGNMENT. Lessee will not sublet the Property nor any part thereof, nor assign this lease, without in each case obtaining in advance the written consent of Lessor. Lessee will not permit any transfer, by operation of law or otherwise, of the interest in the Property acquired through this lease.

6. ACCESS. Lessee's possession of the Property will not be exclusive of Lessor's rights to use the Property for its scientific, educational and charitable purposes.

7. TERMINATION. Lessor, at its option, shall have the immediate right to terminate this lease and to re-enter and take possession of the Property and assert

other legal remedies available to Lessor upon the occurrence of any one of the following:

(a) The failure of Lessee to cure any default within sixty days after the receipt from Lessor of notice thereof by certified mail;

(b) The making by the Lessee of a general assignment for the benefit of Lessee's creditors, or the adjudication of the Lessee as a bankrupt, either voluntarily or involuntarily, by an order of a bankruptcy court of competent jurisdiction, or the adjudication of the Lessee as an insolvent by a final order of a court of competent jurisdiction;

(c) The making by Lessee of any attempt to sublease or assign in violation of Paragraph 5 of this lease.

8. INSURANCE. Lessee agrees to continue maintaining existing fire and liability insurance, with reasonable adjustments from time to time in coverage based on change in circumstances. Lessee will notify Lessor of any changes in coverage.

9. SAFETY. Lessee understands that Lessor makes no warranty concerning the safety of the Property for any purposes whatsoever.

10. AGENTS, EMPLOYEES, REPRESENTATIVES. Where in this instrument rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees or representatives of such persons.

11. NOTICES. Unless otherwise specified herein, notices required by this lease shall be sent to the parties

hereto, in the manner required, at the following
addresses:

The Nature Conservancy
California Field Office
425 Bush Street, 5th Floor
San Francisco, CA 94108

The Santa Cruz Island Company
Post Office Box 435
Port Hueneme, CA 93041

IN TESTIMONY WHEREOF, the parties hereto have
executed this instrument as of the fifteenth day of
September, 1978.

THE NATURE CONSERVANCY

By Judith A. Hanks
Judith A. Hanks
Western Regional Counsel

THE SANTA CRUZ ISLAND COMPANY

By Carey Stanton
Carey Stanton, President

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 13th day of September, 1978,
before me personally appeared Carey Stanton, the President
of Santa Cruz Island Company, known to me to be the person
whose name is subscribed to the foregoing document and
acknowledged to me that he executed the same in such
capacity on behalf of Santa Cruz Island Company.

WITNESS my hand and official seal.



Elsie B. Holmes
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 13th day of September, 1978, before
me personally appeared Judith A. Hanks, the Western Regional
Counsel of The Nature Conservancy, known to me to be the person
whose name is subscribed to the foregoing document and acknow-
ledged to me that she executed the same in such capacity on be-
half of The Nature Conservancy.

WITNESS my hand and official seal.



Elsie B. Holmes
Notary Public in and for said
County and State